In THE CIRCUiT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF CASE no. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN,

Deceased HON. JUDGE MARTIN H. COLIN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/

Eliot ivan bernstein, PRO SE

Petitioner,

v.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL);

ROBERT L. SPALLINA, ESQ., PERSONALLY;

ROBERT L. SPALLINA, ESQ., PROFESSIONALLY;

DONALD R. TESCHER, ESQ., PERSONALLY;

DONALD R. TESCHER, ESQ., PROFESSIONALLY;

THEODORE STUART BERNSTEIN, INDIVIDUALLY;

THEODORE STUART BERNSTEIN, AS ALLEGED PERSONAL REPRESENTATIVe;

THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY;

THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE, PROFESSIONALLY;

THEODORE STUART BERNSTEIN, AS TRUSTEE FOR HIS CHILDREN;

LISA SUE FRIEDSTEIN, INDIVIDUALLY AS A BENEFICIARY;

LISA SUE FRIEDSTEIN, AS TRUSTEE FOR HER CHILDREN;

JILL MARLA IANTONI, INDIVIDUALLY AS A BENEFICIARY;

JILL MARLA IANTONI, AS TRUSTEE FOR HER CHILDREN;

PAMELA BETH SIMON, INDIVIDUALLY;

PAMELA BETH SIMON, AS TRUSTEE FOR HER CHILDREN;

MARK MANCERI, ESQ., PERSONALLY;

MARK MANCERI, ESQ., PROFESSIONALLY;

MARK R. MANCERI, P.A. (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL);

JOshua ennio zander bernstein (ELIOT MINOR CHILD);
Jacob noah archie Bernstein (ELIOT MINOR CHILD);
Daniel Elijsha Abe Ottomo Bernstein (ELIOT MINOR CHILD);
ALEXANDRA bernstein (TED ADULT CHILD);
ERIC BERNSTEIN (TED ADULT CHILD);
Michael bernstein (TED ADULT CHILD);
MATTHEW LOGAN (TED’S SPOUSE ADULT CHILD);
Molly norah simon (pamela adult child);
Julia iantoni – jill minor child;
Max FRIEDSTEIN – lisa minor child;
CARLY FRIEDSTEIN – lisa minor child;

Page, Mrachek, Fitzgerald & Rose, P.A. (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL);

Alan b. rose, esq. – personally;

alan b. rose, esq. – professionally;

Pankauski Law Firm PLLC, (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL);

John J. Pankauski, Esq. – Personally;

John J. Pankauski, Esq. – Professionally;

kimberly francis moran – personally;

Kimberly Francis Moran – professionally;

lindsay baxley aka lindsay giles – personally;

LINDSAY BAXLEY AKA LINDSAY GILES – professionally;

the alleged “Simon l. bernstein amended and restated trust agreement” dated july 25, 2012;

JOHN AND JANE DOE’S (1-5000).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/

**PETITION IN OPPOSITION OF PERSONAL REPRESENTATIVES “PETITION TO RE-CLOSE ESTATE BASED UPON PRIOR SIGNED WAIVERS AND FOR DISCHARGE OF SUCCESSOR PERSONAL REPRESENTATIVE”**

COMES NOW, Eliot Ivan Bernstein (“Eliot”), PRO SE, as Beneficiary and Interested Party both for himself personally and Guardian for his three minor children (who may also be Beneficiaries and Interested Parties of the Estates and Trusts of Simon Bernstein (“Simon”) and Shirley Bernstein (“Shirley”)), and hereby files this **PETITION IN OPPOSITION OF PERSONAL REPRESENTATIVES “PETITION TO RE-CLOSE ESTATE BASED UPON PRIOR SIGNED WAIVERS AND FOR DISCHARGE OF SUCCESSOR PERSONAL REPRESENTATIVE”** and in support thereof states, on information and belief, as follows:

That this Court has re-opened the Estate of Shirley in an Order dated, \_\_\_\_\_\_\_\_\_\_.

That the Court appointed Theodore as the Successor Personal Representative in an Order dated, \_\_\_\_\_.

1. That Theodore Stuart Bernstein (“TED”) states,

The initial Personal Representative, Simon L. Bernstein, fully administered this estate and Petitioned for a discharge, with signed (but un-notarized) waivers by all interested persons. §731.301, Fla. Stat. (See Exhibit "A").

However, TED fails to state that Simon petitioned for discharge with fraudulently notarized and forged waivers while factually DEAD as part of a Fraud on the Court committed by Donald Tescher, Esq. (“TESCHER”) and Robert Spallina, Esq. (“SPALLINA”), who acting as Simon’s counsel as Personal Representative/Executor failed to notify this Court that the initial PR Simon was DEAD. Instead, TESCHER and SPALLINA continued to use him while DEAD for four months to close his wife’s estate as part of a larger Fraud on the Court to change Shirley’s irrevocable trust and estate beneficiaries and make it appear that Simon made changes while alive to her dispositive documents, when he did not. When this Court discovered the Fraud on the Court in a September 13, 2013 hearing and learned that the Estate of Shirley was closed by a DEAD Personal Representative/Executor using fraudulently notarized and now proven forged documents and that a fraud on the beneficiaries had also been committed, Your Honor stated you had enough at that moment to issue Miranda Rights to TED and his counsel Robert L. Spallina, Esq. (“SPALLINA”) twice for the crimes. (see Exhibit \_\_\_ - Excerpts 9/13/13 Hearing)

That Simon did not have all waivers prior to his death, as Jill Iantoni (“IANTONI”) did not provide one even send one back until after Simon was dead and thus this claim that Simon had all the waivers is a lie that intends to mislead the Court, again.

That Eliot did sign a waiver because he was induced to sign one to end disputes between primarily TED and his sister Pamela Simon (“PAMELA”) and Simon when they tipped off by SPALLINA without Simon’s consent that they had been wholly disinherited with their lineal descendants from the Estates and Trusts of both Simon and Shirley. That TED and PAMELA then attempted to extort Simon to make changes to him and Shirley’s Wills and Trusts unless he ceded to their demands he would never see them or their four children again. In Shirley’s Estate and Trusts the changes they demanded were not even legally possible. From a Palm Beach County Sheriff Report[[1]](#footnote-1), SPALLINA states to investigators,

Spallina said that he explained to him [Simon] again, that only his trust, not Shirley’s can go to both grandchildren, unless he takes all of the assets out of the Shirley Trust and puts them into his name…

New documents were drawn up for Simon’s estate. These new documents gave everything to all 10 grandkids, he also exercised his power over Shirley’s estate, leaving everything to all 10 grandkids, **even though legally he could not include Ted and Pam’s kids because of the predeceased limitations.**

That TED and PAMELA then recruited their sisters, IANTONI and FRIEDSTEIN into not seeing their father Simon and withholding their children from him. This was instigated by THEODORE or TED primarily who claimed his girlfriend was after his money and that he had information that she had stolen already from Simon and Shirley. Four of five of Simon’s children then participated in this assault of Simon, whereby if he did not stop seeing his girlfriend, Maritza Puccio (“PUCCIO”), they would not see Simon. Further, that they would withhold and ban their children from seeing him and this caused Simon great emotional stress starting immediately after Shirley’s death when TED and PAMELA were informed tipped off by SPALLINA that they were disinherited and this lasted until the day he died, as he refused to bend to their demands and make any changes to he and Shirley’s Wills and Trusts. I think here you should add excerpt from Pam’s lawyer letter.

Eliot signed a waiver, which is actually a three part document consisting of (i) WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE (ii) WAIVER OF SERVICE OF PETITION FOR DISCHARGE and (iii) RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE[[2]](#footnote-2).

Eliot signed the document on the condition that he would receive all the documents showing his 1/3rd interest in the Shirley and Simon Estates and Trusts, prior to making any final decisions on what to do with his beneficial interests that it appeared he was being asked to give up and transfer to others. Eliot was asked by Simon to consider contemplate doing changes he contemplated briefly and in efforts to end the torture of Simon by his other four children and seven of ten of his grandchildren. That Eliot was never sent dispositive documents showing his interests to make the statements on the waivers and receipt true and he still has not been shown his or his children’s interests, therefore he still would not be able to honestly sign that document at this time. SPALLINA and TESCHER stated they were forwarding the documents and information would send to show him the interests he was claiming in the waiver to have seen and was waiving.

This Fraud on the Court is partially what led to this Court reopening the Estate of Shirley due to the Fraud on the Court that took place using a DEAD Personal Representative/Executor, Simon, to close his beloved wife Shirley’s Estate. Additionally, while DEAD, Simon closed Shirley’s Estate with forged and fraudulently notarized waivers and receipts for six parties, including one that was forged, fraudulently notarized and by Simon **POST MORTEM**. And also waived all accountings and his rights to review attorney fees.

That all closing documents and dispositive documents of Shirley’s have been challenged by Eliot with the Court as further fraudulent documents and the Estate was reopened to provide access to the documents that have been suppressed and denied and begin forensic evaluation of them for evidence of further foul play.

That the Court upon reopening the Estate of Shirley stated that the waivers and receipts were no good and new ones could not be had from all parties, including Eliot and Simon (as he remains deceased) and in light of that, there would need to be a formal final accounting prepared by the new Personal Representative/Executor. Judge Colin then erred in appointing TED, as the alleged Will of Shirley, allegedly names TED as Successor to Simon. However, the Will has been challenged as a further fraud and the Personal Representative TED refuses to allow inspection of the original Will and refuses to provide all attachments, schedules and addendums. The Court appointed TED over a year after Simon’s death. The Estate was closed illegally and therefore abandoned with no legal Successor Personal Representative/Executor to legally close it, as Simon had died and yet continued to act as PR/Executor to close Shirley’s Estate while dead. Thus, factually why?????? no Successor had been legally appointed after Simon illegally closed the Estate of Shirley while DEAD. This fraud was committed by Simon’s Attorneys at Law, TESCHER and SPALLINA, who perpetrated this Fraud on the Court and fraud on the beneficiaries to benefit their client, friend and business associate TED and his sister PAMELA who had both been wholly disinherited with their lineal descendants.

That the frauds already proven, admitted and those alleged and under ongoing investigations were in part enabled by the illegal seizure of Dominion and Control of the Estates and Trusts of Simon and Shirley through a series of fraudulent and legally invalid and challenged dispositive documents. That once Dominion and Control had been gained through these fraudulent documents the looting of the Estates and Trusts began and continues to this day in a variety of various conversions and theft of properties with virtually unaccounted unchecked illegal control of the Estates and Trusts by TESCHER, SPALLINA and TED.

1. That TED states,

Under her Will, admitted to probate, Shirley left all of her personal effects, jewelry, collections, furnishings, automobiles and all non-business assets to her husband, Simon, if he survived her, which he did. Shirley residences were to go to Simon, but she had no residences other than property already in her trust. The remainder of her estate was to pour-over into the Shirley Bernstein Trust Agreement dated May 20, 2008 (the "Shirley Trust"). Simon was the sole beneficiary of the Shirley Trust while he was alive.

That Shirley’s Will with all Schedules and Addendums has not been turned over to the beneficiaries as of the date of this filing for four years now and with no inventory listing any of her assets and effects it is presently unknown what Shirley left to Simon. That the inventory of Shirley is **missing** all of her personal effects, jewelry, collections, furnishings, automobiles and all non-business assets that she allegedly gave to her husband. These items also have not turned up in Simon’s estate assets. NOTHING is on the inventory except a statement that her inventory was worth “$25,0000 (est).” That even if Shirley left everything to Simon, what exactly she left to him would have had to be accounted for on her inventory and then transferred to Simon, including but far from limited to, a fully paid Bentley in Shirley’s name, millions of dollars of Jewelry and Art Shirley owned and more. That Eliot has filed Sheriff Reports for some of the missing items he has discovered unaccounted for and not on the inventory of Shirley’s worth millions of dollars. That Pamela Simon, Jill Iantoni and Lisa Friedstein took boxes and boxes of Shirley’s personal properties, including almost all of her Jewelry and when Simon found out they stated they sent it to their homes for protection against theft from Shirley’s assistant, Rachel Walker and then from his girlfriend Maritza Puccio who they thought were out to steal from Simon.

The boxes of personal effects were not accounted for and failed to appear on the inventory of Shirley or Simon and it is further alleged the inventory posited with the Court is also a fraudulent document, similar to the many forged and fraudulently notarized and other fraudulent documents uncovered in the Estates and Trusts of both Simon and Shirley. Eliot states that the original inventory done by Simon acting while alive as Personal Representative/Executor is suppressed, denied or destroyed and where it accounted for the missing items such as the Bentley and Jewelry, Art and other assets. Many of the items were specifically bequeathed to individuals that would have been listed on Schedules and Addendums attached to the alleged Will that have also been secreted, suppressed, denied or destroyed, along with ALL schedules, memorandums and addendums that were attached to all the dispositive documents in both Estates and Trusts of Simon and Shirley, leaving one with NO TRANSPARENCY as to what the Estates assets and trusts corpuses were that the dispositive documents deal with.

Simon was never the sole beneficiary of the Shirley Trust and further he had no ability to amend or make changes to her trusts once she died and her trusts became irrevocable with a defined beneficiary class. The irrevocable and defied beneficiary class included Family Trusts created for only three of the five children of Simon and Shirley, Eliot, Jill and Lisa, as TED and PAMELA and their lineal descendants were considered PREDECEASED for all purposes of the Shirley Estate and Trusts and disposition made thereunder and therefore were only personal property beneficiaries of anything not in her trusts or that did not roll over into her trusts from the Estate.

Add space From Simon’s alleged Trusts,

**ALLEGED original 2008 simon L. Bernstein trust AGREEMENT**

1. **ARTICLE I. DURING MY LIFE AND UPON MY DEATH**

Rights Reserved. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. **However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise. [emphasis added].**

**Alleged 2012 AMENDED AND RESTATED Simon L. Bernstein Trust AGREEMENT**

**ARTICLE I. DURING MY LIFE AND UPON MY DEATH**

1. Rights Reserved. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.

Note that the language from the 2008 Simon Trust regarding his limited powers over Shirley’s property was removed by illegal amendment that removed it entirely from the 2008 Simon Trust and then they attempted to allegedly have had Simon change Shirley’s beneficiaries of the Shirley Trust. The Court should also note that the original Simon Trust of 2008 was secreted from the beneficiaries until 2014, when TESCHER and SPALLINA were forced by the Court upon their termination, to turn over their records. Then it was discovered when the documents were side by side that the language in the alleged 2012 document was violative of the 2008 language and where both sets of documents were drafted by TESCHER and SPALLINA making it impossible to claim ignorance.

1. That TED states,

Based upon the foregoing, everything that was Shirley's became Simon's, and Simon's alone. It is believed by the current Successor Personal Representative that the Estate's assets consisted only of tangible personal property (furnishing, jewelry, clothes, etc.) located in Simon's home, but no one other than Simon would know for sure and he is dead. While Shirley was alive, none of Shirley's and Simon's children were apprised of the state of her affairs nor shown her testamentary documents. Because Simon survived Shirley, none of her children were entitled to any portion of her estate.

This statement seems to imply that Shirley’s Trust beneficiaries were not the benefactors of the Shirley Trust or Estate and instead Simon was, which is not what the alleged dispositive documents state at all. Certain rights for use and enjoyment of properties may have transferred to Simon but again without the Schedules and Addendums to the dispositive documents it is impossible to know what Shirley had bequeathed to others and what went into her trust and this is further a breach of fiduciary duties in hiding the Trust Res and the Estate Corpus from the beneficiaries entirely.

That Eliot is glad to hear what the Personal Representative believes the Estate’s assets consisted of but there is no way to account for or prove his statements as true and where he is being accused of having stolen large quantities of both Shirley and Simon’s properties his belief is not enough.

That TED is aware that Jewelry, Art and other valuables are missing from Shirley’s inventory and Simon’s, as Eliot has sent him appraisals for an insurance policy on Jewelry showing that vast amounts of Jewelry has gone missing. Yet, TED acting as PR has done nothing as the PR/Executor since this Court appointed him a year ago to recover or account for any of Shirley’s property and protect the beneficiaries. Instead, TED now tries this latest trick to rush to close the Estate while no accountings have been done that are statutorily required upon his becoming a Successor Trustee to Simon and attempts a cover up. Obviously, it was an err for this Court to appoint someone who is being accused of, acting as PR prior to appointment, stealing estate assets, converting funds to knowingly improper parties, participating in a fraud to change beneficiaries to his advantage while disadvantaging others and multitudes of other serious breaches. The Court could not expect that TED was going to rush to call in the guards to investigate and prosecute himself and his friends TESCHER and SPALLINA who he brought into the Bernstein Family and this is another reason the Court must forcefully and aggressively remove TED. According to rule and case that removal is required when it becomes necessary to sue yourself.

1. That TED states,

Shirley died on December 8, 2010. Sometime thereafter, Simon directly took possession and control of all assets of her estate, and indirectly took control of the Shirley Bernstein Trust's assets as the initial Successor Trustee and sole beneficiary during his lifetime.

That Simon was not the beneficiary of Shirley’s Trust or assets of her estate, he was the Trustee and Personal Representative/Executor acting on behalf of the beneficiaries and with very limited powers to make any changes once Shirley died and her trusts were irrevocable. Again, the question looms as to what assets he took control of when she died.

1. That TED states,

On April 9, 2012, Simon signed a Petition for Discharge and his own Waiver form. By that time, Simon had completed the administration of Shirley's Estate and he wanted the Estate to be closed. Because the five children – Ted, Pam, Eliot, Jill and Lisa – were interested parties, Simon also sought from each of them a Waiver.

This statement is wholly untrue. At the time the Petition for Discharge and Simon’s own waiver form was submitted to the Court on October 24, 2012 by Simon acting as the Personal Representative/Executor, almost five months after it is alleged to have been signed and one month after he was DEAD, was only possible through FRAUD ON THE COURT and fraud on the beneficiaries committed by TESCHER and SPALLINA who were acting on behalf of their dead client Simon to close the Estate while making it appear that it was Simon doing this while alive. As well as waiving all rights to review their own attorney and administration fees.

Further, the Petition for Discharge and Waivers Simon allegedly signed in April 09, 2012 contain perjured statements and as such appear legally void. (see Exhibit \_\_\_) For example, Simon’s Petition for Discharge states on April 09, 2012,

Petitioner, pursuant to Section 731.302 of the Florida Probate Code, and as permitted by Fla. Prob. R. 5.400(f), **files herewith waivers and receipts signed by all interested persons**. (**emphasis added**)

However, in April 2012, Simon had not even had the May 10, 2012 conference call to discuss possible changing changes to his estate plan he was contemplating and NO waivers had been sent out to any interested parties until after the May 2012 meeting. Further complicating matters, Jill Iantoni did not even submit a waiver back to TESCHER and SPALLINA until after Simon was dead in September 2012. Therefore, either Simon was committing perjury or this is yet another document in a long line that appears to be fraudulent and/or perjured. Simon at no time while living could have made this statement honestly.

1. That TED states,

In May 2012, Simon gathered his children on a conference call to advise them of his estate plan – to leave everything to his ten grandchildren equally. During that call, Simon mentioned the need for each of them to waive an accounting and allow the Estate to be closed. At that time, Simon was mentally competent, had the capacity to alter any and all of his testamentary documents, and held a power of appointment over the assets in the Shirley Trust.1 If any of his children had disobeyed his request to sign a Waiver, Simon would have had within his power the ability to completely disinherit that child and all of that child's lineal descendants.

FOOTNOTE 1 –

Upon Shirley's death, Simon was the sole beneficiary of her Estate and Trust, and was the sole trustee of her Trust. As such, Simon had all rights of ownership of all assets that formerly were in Shirley's Estate, and had the full power to do whatever he wanted with the assets, including selling or giving away anything he chose. As noted above, neither Simon nor Shirley shared their testamentary documents with their children prior to Shirley's death. In fact, Simon never shared with Eliot any of Shirley's or Simon's testamentary documents. That was his prerogative as the sole owner and sole beneficiary of all of their wealth.

That Simon did have a conference call to try to negotiate with his children to end the disputes and abuse contemplating leaving everything to his 10 grandchildren in order to end abuse by four of five of his children and seven of his ten grandchildren. After that meeting however he found out that the plan was legally impossible, despite what TESCHER and SPALLINA claimed was legal and as the abuse did not end, he felt no desire to make any changes to he and Shirley’s 2008 wills and trusts and he did not make any. All changes to he and Shirley’s Wills and Trusts appear to have been done Post Mortem for Simon through a series of forged and fraudulent documents done by others.

Simon may have been able to make changes to his Will and Trusts but he could not do so with Shirley’s as already evidenced herein and had only a limited power to make changes to the shares distributed to Shirley’s irrevocable beneficiary class. NO Family trusts were created for Theodore and Pamela, as they and their lineal descendants are considered dead for ALL purposes of the Shirley Trust and distributions made thereunder.

Shirley’s beneficiaries were Family Trusts created under her trust for Eliot, Jill and Lisa and their lineal descendants only. Her trust specifically states who her children and lineal descendants are, clearly and unambiguously,

**ARTICLE II E.1**

Disposition of Trusts Upon Death of Survivor of my Spouse and Me. Upon the death of the survivor of my spouse and me,

1. **Limited Power**. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or **for the benefit of one or more of my lineal descendants and their spouses** [emphasis added];

**Article II E.2**

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, **shall be divided among and held in separate Trusts for my lineal descendants then living** [emphasis added], per stirpes. **Any assets allocated under this Subparagraph II. D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts[emphasis added]**, established by my spouse as grantor on even date herewith (the "Family Trusts" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. **The provisions of the Family Trusts are incorporated herein by reference**, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts for such lineal descendants and administered as provided in Subparagraph II. E. below. **Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "beneficiary, " with their separate trusts to be administered as provided in Subparagraph II. E. below** [emphasis added].

`

**ARTICLE III. GENERAL**

E. **Definitions. In this Agreement**,

1. Children, Lineal Descendants. The terms "child," "children" and "lineal descendant" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person.

**Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM"),and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me**, provided, however, *if* my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder. [**emphasis added]**

1. That TED states,

Based upon the request of their father, each of his children signed a Waiver, including Eliot. Indeed, Eliot, who was being financially supported by Simon, signed his first and immediately, on May 15, 2012. (Three of the children signed in August, and the last did not sign the Waiver until October.)

 That each child did sign a three part waiver and that waiver was rejected by the Court for lack of notarization. Eliot and Simon never notarized a waiver but a forged and fraudulently notarized waiver was then submitted on their behalf by Tescher & Spallina, PA, this too was later rejected by the Court. Therefore, Eliot and Simon have never signed a waiver that has been posited with the Court legally.

1. That TED states,

In the correspondence that accompanied Eliot's signed Waiver, Eliot wrote:

Hi Robert ~ attached is the Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge. As I mentioned in the phone call, **I have not seen any of the underlying estate documents or my mother's will at this point, yet I sign this document after our family call so that my father can be released of his duties as Personal Representative and put whatever matters that were causing him stress to rest** . . . . Thank you for your efforts on behalf of my family ~ Eliot (See Exhibit "B")

 That Eliot did write that to state that the statements in the Waiver and Receipt were untrue until Eliot could see the documents and properly waive rights and interests fully informed and with consent. Eliot signed the document without those items because the stress and duress Simon expressed at the meeting, that were the cause of the meeting and where Simon had a heart condition and Eliot did not want him to stress himself to death. The actual email states,

**PRIVATE & CONFIDENTIAL**

May 17, 2012

Robert L. Spallina, Esq.

Tescher & Spallina, P.A.

Boca Village Corporate Center I

4855 Technology Way

Suite 720

Boca Raton, FL 33431

Hi Robert ~ attached is the Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge.  As I mentioned in the phone call, I have not seen any of the underlying estate documents or my mother’s will at this point, yet I sign this document after our family call so that my father can be released of his duties as Personal Representative and put whatever matters that were causing him stress to rest.  For my trustees I would like the following individuals in the following order to be trustees:

1. Caroline Prochatska Rogers, Esq.

3500 North Lake Shore Drive

17th Floor

Chicago, IL  60657

(773) 804-9400 ext 19

caroline@cprogers.com

1. Michele M. Mulrooney, Esq.

mmulrooney@Venable.com

(will get new address shortly)

1. Andrew & Donna Dietz

2002 Circle Drive

Hermosa Beach, California  90254

(310) 410-0936 ext1271

andyd@rockitcargo.com

Please send copies of all estate documents to Caroline and Michele and if my dad would like them to keep the information private and confidential, including from me, until some later point in time, you can arrange that with them directly with my approval granted herein.  Please also reply to this email to confirm receipt, a hard copy of my signed document will be sent via mail.

Thank you for your efforts on behalf of my family ~ Eliot

The reason Eliot asked for the documents is because the day before the meeting when Simon scheduled the meeting with Eliot, Simon was shocked that Eliot had not received anything from TESCHER and SPALLINA regarding his inheritance in the Shirley Estate and Shirley Trust. After the meeting, Simon stated that Eliot should demand all documents be sent to him or his Trustees by TESCHER and SPALLINA before making any decisions about his inheritance that was discussed at the meeting, once he reviewed his interests. Simon had also later expressed that he was being pressured by TESCHER, SPALLINA, TED and PAMELA to make changes he thought were illegal and was disturbed by the fact that Eliot had never received documents after the meeting showing his interests. Later, Simon stated he was not planning on making any changes to he and Shirley’s estate plans as was contemplated because it was legally impossible and he was not being extorted no matter what TED and PAMELA and their children decided to do about ever seeing him again. This decision of Simon’s led to a continued warfare with TED and PAMELA until the day he died. Several weeks before he died TED was trying to get him to sign documents with SPALLINA to make changes, which he refused and this led to Simon leaving his offices with TED suddenly, afraid of TED. Simon started a new business with his personal assistants husband Scott Banks, several weeks before his death.

 Due to the lack of informed consent prior to signing the waiver under duress and concern for his father, Eliot’s waiver was not legally valid as all the following statements in it were untrue,

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled;

Eliot had no knowledge of the information stated in (d) and had NO RECEIPT of complete distribution of the share of the estate to which the undersigned was entitled and this due to TESCHER and SPALLINA suppressing and denying this information to him for approximately fifteen months after Shirley’s passing and still Eliot does not have this information and either way is unwilling to sign a new waiver without a full forensic accounting and final accounting prepared by an independent third party and without knowing what his interests really are and not just what TED and his counsel Alan Rose say it is.

1. That TED states,

Thus, Eliot confirmed that he lacked knowledge of Shirley's testamentary documents.

Eliot also had no knowledge of Simon's or Shirley's true financial picture, yet he agreed to and did sign a Waiver. After he signed the Waiver, Eliot (i) emailed the Waiver to his father's counsel; and (ii) printed the email, signed it and mailed it to his father's counsel with the original signed Waiver.

The email and the Waiver signed by Eliot are undeniably genuine and authentic because the printed document bears Eliot's trademark "signature" – his initials inside his thumb print. (See Exhibit "B")

That the alleged original waiver signed by Eliot is not attached as Exhibit B and has no thumbprint on it. In fact, the original waiver signed by Eliot also had a lengthy hand written note on it that Eliot was only signing the document to alleviate Simon’s stress and was waiting for documents to confirm his signed statements as he did not give consent without seeing what was necessary to make the document truthful. This was done with both TESCHER and SPALLINA pressuring Eliot to sign immediately as the stress was killing Simon

1. That TED states,

For some reason, the final waivers took an extended period of time to be signed and the last one was not returned to Simon's counsel until October. In the intervening period, Simon died. Eventually, all of the Waivers were delivered to this Court, but rejected for lack of a notary.

While there is no requirement under Florida law for a waiver to be notarized, this Court has imposed such a requirement, presumably to confirm the validity of the documents. The Successor Personal Representative believes that, after learning that the Waivers needed to be notarized, a notary in the office of Simon's counsel created a second set of "notarized" documents purporting to be signed by Simon (after he was dead) and his five children (none of whom signed in the presence of the notary).

These "notarized" documents were then submitted to this Court, which closed the Estate.

 That TED and Alan Rose forget to state that these fraudulent and FORGED waivers that in part were used to close the Estate illegally are what led to this Court reopening the Estate and stating that accountings would now be required to reclose the Estate. once Ted was appointed as the new PR/Executor and in turn hired TESCHER AND SPALLINA to be his counsel to keep the fraud covered-up. That since TED was appointed, noSuccessor accountings were provided according to Probate Rules and Statutes and no copies of the complete Will of Shirley with all Schedules and Addendums attached, despite repeated requests. That TED has failed to provide any statutorily required information to beneficiaries and has basically done nothing to investigate what happened or where all the missing assets are, in efforts to stymie, delay and interfere with investigations and accountings and in efforts to protect his counsel.

1. That TED states,

After this irregularity came to light, and based upon pleadings filed by the Estate's counsel, the Court re-opened the case and appointed Ted S. Bernstein as Successor Personal Representative (by that time, Simon, the initial Personal Representative, had passed away).2 The irregularity in the second set of waivers, as revealed to this Court on September 13, 2013, in the end is a matter of little to no consequence to the outcome here. This Court noted as much during the hearing, stating on the record:

The Court: Mr. [Eliot] Bernstein, I want you to understand something. Let's say you prove what seems perhaps to be easy, that Moran notarized your signature, your father's signature, other people's signatures after you signed it, and you signed it without the notary there and they signed it afterwards. ***That may be a wrongdoing on her part as far as her notary republic (sic) ability, but the question is, unless someone claims and proves forgery, okay, forgery, proves forgery, the document will purport to be the document of the person who signs it, and then the question is, will something different happen in Shirley's estate then what was originally intended?***

Originally intended they say, the other side, was for Simon to close out the estate. The estate they say was small. The estate gave everything to the trust and that's what it did, and that was the end of the estate . . . . Remember, this is not everything about your parents and their estate planning.

(See Exhibit "C")

FOOTNOTE 2 -

In her Will, Shirley had named Ted as Successor Personal Representative.

That there were no irregularities with the documents, there was felony fraudulent notarizations and felony forgery that was compounded with Fraud on the Court when Tescher & Spallina, then acting as counsel to the deceased Simon then posited such fraudulent and forged documents with this Court on behalf of Simon who they knew was dead but failed to inform the Court of this and elect a successor because they needed Simon to be alive when the Estate was closed as part of a further fraud to change the beneficiaries of Shirley’s Estate and Irrevocable Trusts.

That from the Palm Beach County Sheriff report it is noted that Kimberly Moran admitted forging the documents, “She [MORAN] did not really have a reason **why she forged the signatures**, other than to save time.”[[3]](#footnote-3) I would add in the part where she traces the names to prove forgery.

1. That TED states,

Despite the problems with the second set of waivers, the first set of un-notarized Waivers were properly signed by each of the Beneficiaries. That is not in dispute. There were six signed Waivers: Simon individually; and the five children, Ted, Pam, Eliot, Jill, and Lisa. Every child but Eliot has given a separate affidavit (Exhibit "D") confirming the genuineness and validity of their original signature, and confirming their desire to have the Estate closed.

 That these waivers were asked to be signed when Simon was alive, they were not meant to be tendered after his death leaving no one to account for the actions of now rogue attorneys and fiduciaries to insure all accounts were in order and opportuntity to review attorney fees.That no one can state that Simon ever signed the waiver and that both copies tendered to the Court were not forged and fraudulent and thus Simon’s waivers are in dispute and further forensic analysis will need to be done. Simon can never sign another waiver and Eliot refuses to sign any waiver, especially now that all this fraud and forgery has been discovered and remains under investigations. That the other children have all waived their rights and desire to close the Estate because they have been involved in the fraudulent activity and are trying to make it appear that what they have done was legal and without the waivers, without the estate closed properly, there were significant other crimes that were committed using the documents to aid and abet those crimes. In fact, their new waivers appear to be perjured as well. Further, once the children, TESCHER and SPALLINA knew the documents were forged as early as May 2013, they did nothing to report the crimes they were cognizant about in the Estate of Shirley to the proper authorities and in fact secreted that information regarding FELONY crimes and instead rushed to sell assets and make distributions to knowingly improper parties instead. That admissions to the fact that their signatures were forged and fraudulent and that of their father’s was too, only came after Sheriff investigators came knocking on Moran’s door and then each of each of Eliot’s siblings.

1. That TED states,

Only Eliot, who is attempting to use this irregularity to his advantage, objects to closing this Estate. There is no basis in law for the Court to allow Eliot to withdraw his Waiver form, which was knowingly, intelligently and voluntarily signed. This fact is confirmed in Eliot's cover e-mail, which clearly notes that the document was signed at his father's request to reduce his father's stress. Moreover, Eliot should be estopped from withdrawing his waiver, because his father took action after receiving his waiver form, presumably in reliance upon receipt of the signed waiver form. Simon asked each of his children to sign the waiver form. After receiving Eliot's waiver form, Simon Amended and Restated his Trust and revoked his earlier Will in favor of a new 2012 Will, exercising his power of appointment in favor of ten grandchildren, including Eliot's children.

Theoretically, had Eliot refused to sign the waiver form, Simon could have disinherited not only Eliot, but each of his three children, and Simon could have cutoff his financial support.

FOOTNOTE 3 –

Although not relevant to this case, upon the Successor Personal Representative's belief, the notary lost her notary license, was arrested and was placed on probation.

 You did withdraw already the form with Christine yates retracted it. There is no reason for Eliot’s waiver to be withdrawn as it is not legally docketed in the Court as it was rejected and no new one was ever signed by Eliot that has been posited with the Court, as the fraudulent and forged one was rejected as well. As for Eliot signing the document “knowingly, intelligently and voluntarily” this is untrue, as Eliot signed the document without informed consent, unknowingly, unintelligently and not voluntarily but rather with a gun to his head to sign or have the gun to his father’s head cause him a heart attack.

1. That TED states,

Eliot signed a waiver form and it should be enforced as written and as signed by Eliot.

The so-called "fraud" which Eliot claims to have discovered was on the court, not on these parties, and does not alter in any way the fact that Eliot signed the Waiver. (Exhibit "B") To put this in perspective, the only person who "lost" as a result of the "improper notarization" is the notary who created the second set of documents3 and potentially her employers. The persons who likely would have benefitted from the "fraud," theoretically, were the beneficiaries of the Trust because no Trust assets would need to be depleted in closing the Estate. As there were no assets in the Estate at the time, funds would have been taken from the Shirley Bernstein Trust to pay the additional legal fees and costs that would have been incurred trying to start anew the process of closing the Estate, and ultimately those potentially substantial expenses would have been borne by the beneficiaries.

Perfect reason why accounting is necessary. How much money came from the Trust to try to fix this mess that Tescher and Spallina and Ted created? That the statement, “The so-called "fraud" which Eliot claims to have discovered was on the court” is an admission by TED that Fraud on the Court has occurred, which further invalidates the proceedings and any documents that have been tendered to this Court until the Fraud on the Court is fully investigated and prosecuted. That TED and his counsel Alan Rose are also mistaken in that the fraud was also on Eliot, not just the Court as it involved forging his signature, fraudulently notarizing a document that removed his right to refuse the notarization based on his new knowledge of criminal acts uncovered at that time and were crimes against him and his deceased father directly. The question now is why is TED so afraid of an accounting that he is going to try and pass of new alleged fraudulent waivers to cover up the crimes he is directly involved in and I guess the question answers itself, as TED is afraid that the truth will be uncovered and this will harm him and perhaps cause him to go to jail with his minion of attorneys at law involved and thus has adverse interests with the beneficiaries. Truth plus transparency equals Trust. This too is yet another reason this Court should remove TED as Personal Representative/Executor as he will neither sue himself or have investigations conducted that may imprison him and his attorney at law bedfellows and business associates.

The persons who would have benefited from the crimes are TED and his sister PAMELA who have been angry and obsessed disgruntled about being disinherited from the Estates and Trusts of both Simon and Shirley and who have been working to make these changes that Simon never did while alive through a series of Post Mortem frauds to defeat the wishes and desires of Simon and Shirley.

The costs now necessary for forensic document analysis and forensic accounting will be borne eventually not by the estate but by those who committed the crimes that now necessitate these expenses, not the injured beneficiaries or estate or trusts of Shirley. Judge Colin has already reserved the rights for sanctions for when the time is “ripe”.

The people who lost are not the criminals other than their crimes were discovered and they face further prosecution and more. The people who lost are the true and proper beneficiaries of Simon and Shirley’s Estates and Trusts that have been tampered with and altered illegally to make illegal changes, which has allowed the Estates and Trusts to be looted and assets converted to knowingly improper parties. That the beneficiaries have suffered from the delays in their expectancies due to these crimes committed by TESCHER, SPALLINA, MORAN and further by TED and others to benefit TED and PAMELA primarily at the expense of everyone, including their own children who they allege are beneficiaries and they allege to be trustees for.

Simon and Shirley Bernstein have also lost as their wishes and desires for their beneficiaries have been interfered with by the very people they retained and entrusted their estate plans to and for this TESCHER and SPALLINA are the main cause of interference and who have both profited in legal fees and more from the problems they created through fraud that have disgraced the beautiful legacy of Simon and Shirley and their intents for the future of their living flock. The problem, TED and PAMELA, for good and just causes were considered predeceased and perhaps now the Court can see in part why their parents, of Jewish descendant where it is the highest act of dishonor and disgrace to the child to become predeceased by their parents, totally considered their bloodlines dead. Not just financially removed but removed from existence entirely in the plans, which makes one wonder why they are involved in the disposition of the Estates and Trusts, which they are prohibited from involvement in at all and then one realizes why all these crimes are occurring. Crimes that benefit primarily TED and PAMELA and their minion of costly and crooked Attorneys at Law and disadvantage the real beneficiaries of Eliot, Jill and Lisa and their children.

1. That TED states,

Under the Probate Code, section 731.302, an interested person may waive the requirements of the code, including an accounting. That is precisely what Eliot and the others did.

There does not appear to be any provision allowing the waiver to be revoked. Under a similar provision in the Trust Code, section 736.0813(2), a qualified beneficiary who has waived the trustee's duty to account "may withdraw a waiver previously given"; however, such withdrawal of a prior waiver must be in writing and "[w]ithdrawals of prior waivers are effective ***only with respect to accountings for future periods***." Thus, even if the Court to allow Eliot to withdraw his waiver in the Estate proceeding, which it should not, that should only apply to future accountings. Thus, Eliot still will have waived his right to an accounting of anything Simon did from Shirley's death on December 8, 2010, to at least Simon's death on September 13, 2012, and more accurately until the date of Eliot's written withdrawal of his waiver. Regardless, from and after Simon's death there were no assets in Shirley's estate; nothing to account for; and nothing to distribute. There simply is no practical need for an accounting, other than to cause an additional expense.

 Eliot already retracted his waiver on date………Perfect should not take long. In light of no accountings and corrupt attorneys ever only the truth will set us free. Need to see what Tescher, Spallina and Manceri charged for this disgrace. The waivers again, really. There are no legal waivers on file with this Court and Eliot already retracted his waiver on ------------again states that the original waiver of his had handwritten notes on it that disclaim its validity without first having informed consent as to what he was waiving, etc. This Court determined already that all the waivers were garbage back in September 2013 when it reopened the Estate and stated that full and formal accounting and transparency would be had by the beneficiaries, as Eliot was not going to sign another waiver and Simon could not and due to the frauds. As for future accountings, there would first have to have been a past accounting done to have future ones. Since there have been NO ACCOUNTINGS for Shirley’s Estate, Shirley’s Trusts and Simon’s Trust given to beneficiaries in violation of Probate and Trust Rules and Statutes, for four years in Shirley’s Estate and two years in Simon’s Trust, a first accounting must be done[[4]](#footnote-4). In fact, to make their own new and approved fraudulent waivers contain true and correct statements they would have to at minimum know the accounting for legal fees, etc., which also have never been provided as required to beneficiaries. TED and his sole remaining counsel in these matters of five already are correct in one thing, which is that this will be costly. But the costs will not be born to the beneficiaries, in fact to these costs may be an asset from the damages they will receive from those who caused these legal and accounting expenses due to their crimes. The costs now that this Court needs to allow are (after TED’s removal) those necessary to hire a forensic accountant and forensic document analyst to come in and recreate the financials that have been suppressed, denied or destroyed. Also, those involved will bear the cost and damages for experts to come attempt and hunt down the stolen assets, find the missing documents and more, all caused by the frauds that have taken place and the breaches of fiducial duties, including but not limited to failure to account and failure to maintain any transparency to the beneficiaries, all in order to loot the estates and trusts.

1. That TED states,

Importantly, the nonsense with the waivers played no role in altering the disposition of the assets of Shirley's Estate, because those assets already had been disposed of by Simon Bernstein. It is absurd that Eliot continues to use this improper notarization as some evidence of a massive fraud and conspiracy against him, when the evidence and the facts, and logic and common sense, are clearly to the contrary.

1. That TED states,

At the time of his appointment, the Successor Personal Representative received no assets and administered no claims because, while Simon was alive, he disposed of all assets (believed to tangible personal property only) and resolved all claims (if any) which were presented.

There was nothing left in the Estate. There were no estate taxes due (Shirley died in 2010) and Simon had paid or caused to be paid all claims and expenses of administration. More than two years has passed since Shirley's death, so there can and will be no more claims. There currently are no assets in the Estate and no reason for it to remain open.

 That again, it is impossible to TRUST either TED or Alan Rose, due in large part to their direct involvement in and advancement of the prior frauds and for their continued efforts to advance such frauds as evidenced in this TOXIC, VEXATIOUS, COSTLY and FRAUDULENT pleading. They have only acted in their best interest and that of their prior counsel and it is expected they will continue to do so. That while the statement is filled with statements that are not proven about the assets and were they are or where they went, again there is no legal support for their claims and factually there are alleged further crimes for the failure to provide the documents and records necessary to prove their claims in violation of Probate and Trust Rules and Statutes.

1. That TED states,

Although this Court reopened the Estate, the Successor Personal Representative has possession of no assets and never has, and is aware of no liabilities. The Successor Personal Representative will never have any assets to distribute because there are no assets and anything which conceivably could have existed on the date of Shirley's death, would have been transferred to Simon as her surviving spouse under the terms of her Will. Any such assets Simon retained as of his death would now be in Simon's estate. Thus, there is and will be nothing in this Estate.

 What about the monetary damages to the estate that need to be paid back from T&S? That again all these claims are baseless hearsay and will need to be forensically dealt with by independent third parties to determine the voracity of the claims. That the Court is aware through earlier pleadings filed, yet unheard that assets have been discovered of Shirley’s that are not inventoried on her Estate nor transferred into Simon’s and seem to have vanished into thin air and all of these assets known missing have been reported to the Sheriff’s department and are under ongoing investigations and the ongoing investigations involving both TED and Alan Rose are yet another reason the Estate should remain open, in addition to gaining accounting and forensic analysis now necessary to reconstruct the Estate from the fraud committed against it.

1. That TED states,

Moreover, it would be virtually impossible for anyone to conduct an accurate accounting, because no one – including the Successor Personal Representative – knows exactly what assets were in the Estate at the time of Shirley's death. Simon had the sole and absolute right to all such assets, either as sole beneficiary of her tangible personal property or as the initial Successor Trustee of the Shirley Trust, and Simon shared none of that information with his children.

 This is a mind blowing statement, that no one knows what assets were in the Estate at the time of Shirley’s death and in and of itself is cause for immediate forensic accountants and others to come in and investigate what was in the Estate at the time. Eliot claims that TESCHER and SPALLINA are fully aware of what was in the missing Schedules and Addendums to the Wills and Trusts of Simon and Shirley and that they continue to suppress and deny them or have destroyed them in efforts to cover up their crimes and what they have stolen and further damage the beneficiaries.

1. That TED states,

The Estate seeks an order of this Court, based upon the genuineness of the Waivers signed while Simon was alive, to enforce the Waivers and close this Estate. Doing so will avoid an inordinate waste of resources. Thus, the Successor Personal Representative requests that the Court enforce the Waivers signed by all beneficiaries, re-close this Estate, and bring an end to this tragedy.

 That when will the Court put an end to this madness? TED and Alan seek an order of the Court based on the fraudulent, forged and perjured waivers. In fact, again TED and Alan deceive the Court and contradict their own prior statements in the pleading when they now claim that the waivers were all signed while Simon was alive, yet knowing that Jill Iantoni’s waiver was not signed until October 1, 2012, (see Exhibit \_\_\_ - Jill Waiver) weeks after Simon was DEAD. Again, this TOXIC pleading tries to deceive the Court and continues to perpetrate fraud through factually incorrect statements to this Court in attempts to have the Court try and aid and abet in a cover up, which Eliot thinks this Court and Your Honor to smart and honorable to partake in.

1. That TED states,

WHEREFORE, the Successor Personal Representative respectfully requests the entry of an Order re-closing this Estate; discharging the Successor Personal Representative and releasing the surety on any bond which the Successor Personal Representative may have posted in this proceeding; and granting such other relief as it just.

 That this Court should strike this pleading and remove TED on its own motion for good and just cause as provided under Fla. Stat. 736.

1. That the Court is reminded that the Estate of Shirley was closed using a dead Personal Representative, Simon Bernstein, who filed documents with the Court while dead. These documents were posited with the Court by Tescher & Spallina, PA and Simon’s former counsel, Donald R. Tescher, Esq. and Robert L. Spallina, Esq. as part of an elaborate legal abuse of process scheme that involved filing a series of forged and fraudulently notarized documents for six separate parties, including admitted Post Mortem forgeries and fraudulent notarizations for Simon.
2. That the documents were filed over a four month period by Tescher and Spallina, both lawyers who failed to notify the Court that Simon had died and that a Successor would need to be found and instead went to close the Estate of Shirley and make it appear as if Simon were alive when he closed it as the dead Personal Representative/Executor.
3. That Tescher and Spallina needed Simon to appear alive as part of a further elaborate legal process abuse scheme to commit yet another fraudulent legal abuse process scheme in efforts to then change Shirley’s beneficiaries of her Estate and Irrevocable Trust beneficiary class and convert and comingle the Shirley Estate and Trusts to improper parties.
4. That Simon never made any changes to Shirley’s Trust or Estate while alive despite extreme pressure to force him to change their estate plans by Theodore and Pamela, who had been tipped off by Spallina prematurely that both Simon and Shirley had completely disinherited them and their lineal descendants, leaving Simon a sitting, or dead, duck. After learning that they and their families were considered predeceased they began immediately after Shirley’s death to torture and torment Simon to make changes to he and Shirley’s plans, despite the FACT that Shirley’s estate and trust plans were irrevocable upon her death and Simon could make no changes to her beneficiary class.
5. Once upon a time and for a brief moment of weakness, Simon on May 10, 2012 had a meeting to discuss possibly changing the estate plans he and Shirley had done in May 20, 2008 in exchange for his children, Theodore, Pamela, Lisa and Jill to stop their abuse of him. Theodore and Pamela would cease their attacks on him and allow him to see their children again and Theodore, Pamela, Lisa and Jill would cease demanding him to stop seeing his girlfriend, Maritza Puccio, who they detested and where they refused to see Simon with their children if he did not stop dating Puccio.
6. That Simon at the meeting was looking for three of his five children to approve any plan changes he was considering as it was their inheritances that would have to be forgone, as only Eliot, Jill and Lisa were beneficiaries of their estates and trusts, as Theodore and Pamela were disinherited entirely with their lineal descendants.
7. That Eliot, while requested to participate in this elder abuse scheme and use his children against Simon to force him to stop seeing his girlfriend, did not join the other siblings in their attack, to their ire. Eliot and his family in fact like Puccio.
8. That Simon never made changes to he and Shirley’s plans as was considered for a number of reasons, primarily as he did not feel right about changing what he and Shirley decided together.
9. The time is not right now considering we have other upcoming hearings including the objection to accountings provided by Teshcer and Spallina and the beginning process of verifying assets. And the estate needs to inforce its rights and sanctions to get the money back paid in legal fees etc..
10. Also should not be closed until damages can be ascertained and repaid back to the estate. How much has Ted paid to his attorneys including the original forgers and frauders! How much did they bill to reopen the estate they frauded on this court? Fuckers fuckers fuckers.

Wherefore, Eliot prays that this Court compel the fiduciaries of both the Simon and Shirley Estate and Trusts to provide accountings and monies for Eliot and his children to retain and pay counsel to protect their interests from further harms within a reasonable legal rate equal to the rates they have been billing the Estates and Trusts for to act as Theodore’s counsel, as this would seem fair. Perhaps a request from Your Honor compelling their billing records and details will prove more fruitful than the beneficiaries attempts that have been ignored for two years so that these fees they are charging can be ascertained and allowed for Eliot and his children.

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his minor three children.

 X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CERTIFICATE OF SERVICE**

 I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, Thursday, August 28, 2014.

Eliot Bernstein, Pro Se, Individually and as legal guardian on behalf of his minor three children

 X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Palm Beach County Sheriff Reports @ [www.iviewit.tv/Sheriff Reports.pdf](http://www.iviewit.tv/Sheriff%20Reports.pdf) [↑](#footnote-ref-1)
2. NOTE: It is the “RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE” that was required to be Notarized by this Court and sent back and not the waiver portions of the document. That Eliot was never given any information regarding his inheritance and had no idea what his interests were and thus why he attached with the document a statement that he did not have any documents other than this one piece of paper to determine his interests to waive and was waiting for the dispositive documents to make the document he signed legally valid. Eliot only signed the document sent in good faith and to relieve the stress on Simon that prompted him to ask Eliot to sign the document as stated on the original document and stated in an email with a clean copy the same. [↑](#footnote-ref-2)
3. Palm Beach County Sheriff Reports, Page 19 [www.iviewit.tv/Sheriff Reports.pdf](http://www.iviewit.tv/Sheriff%20Reports.pdf) [↑](#footnote-ref-3)
4. The first accounting for Simon’s Estate was forced by Order of this Court upon the disgraced former Personal Representatives and Counsel for the Estate removal and it has been challenged by all parties and hearings have been requested timely but delayed by this Court to hear objections that consist of statements that none of the accounting can be verified as no backup data was produced to verify the voracity of the entries in violation of standard accounting principles and no supporting financial information was turned over in the documents turned over as part of the Court Order to the Curator that was appointed. Thus it appears that Simon’s financial records in the custody of the former Personal Representative/Executors was destroyed with intent and a fraudulent accounting was submitted. Further, from this accounting it is apparent that the net worth of Simon and Shirley was far over the four million dollars stated by TED and SPALLINA in the September 13, 2013 hearing with millions of newly discovered assets coming to light since that time. [↑](#footnote-ref-4)